From-FIELD DEPT Feb-26-2007 09:55am

Fab-19-2007 09:28am

Case 1:08-cv-00035 Document 13-8

FIGH-LABORERS PENSION

17089477295 Filed 06/18/2008

1-264 Y. UUZ Page 1 of 23

F-834

+3126821489

T-389 P.002/003 F-802

INSTALLMENT NOTE

This Installment Note ("Note") is made between the Laborers' Pension Fund ("Pension Fund") and Laborers' Welfare Fund of the Besith and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity ("Health and Welfare Fand" or collectively the "Funda"), the parties of the first part, and Orlowski Construction, Inc. ("Company 1") and Orlowski Company, Inc. ("Company 2"), the parties of the second part.

WHEREAS, Company I has at all relevant times been party to a collective bargaining agreement ("CBA") with Local 1 of the Comstruction and General Laborers' District Council of Chicago and Vicinity, whereunder k is abligated to make cormin contributions to the above-named Funds, as well as to the Training Fund, on behalf of its covered employees, and in submit rayment of all employee union duce:

WHEREAS, Company I and Company 2 have failed to timely pay cortain contributions owed to the Funds for the audit period of January 1, 2002 through July 31, 2006.

WHEREAS, Company 2 is a successor to / sites ego of / single employer with Company 1 and desires to be liable for and ensure payment of Company I's debt to the Funds.

WHEREAS, Company I and Company 2 desire to pay all delinquencies awed to the Funds, to pay all using does owed to the Construction and General Laborers' District Connell of Chicago and Vicinity, together with liquidated damages, and laterest, and attorneys fees and costs at upt forth below and further desires to romain current in its obligation to pay contributions to the Funds

THE PARTIES HEREBY AGREE as follows:

- 1. Company I and Company 2 will pay \$41,001.40 to the Health and Walters Fund (comprised of \$38,525.35 in delinquencies, fiquidated damages, interest, and audit costs, and \$2,476.05 in amorney fees and costs. Company 1 and Company 2 will also pay \$28,339.29 to the Pension Fund (comprised of \$25,863.25 in delinquencies, liquidated asmages, interest, and audit costs, and \$2,476.05 in attorney fees and costs. All of these amounts shall be paid according to the schedule described below in paragraphs 3 and 6.
- 2. Company I and Company 2 will also pay \$1,167.63 to the Training Fund (comprised of \$820.69 in delinquent contributions, \$82.06 in liquidated damages and \$264.97 in interest), \$480.80 to the LAF/Saluty Fund (comprised of 5337.50 in delinquent contributions, \$33.79 in liquidated damages and \$109.11 in interest), \$424.51 to the LECET Fund (comprised of \$311.31 in delinquent contributions, \$31.13 in liquidated dumages and \$22.07 in interest), 51,018.55 to the LDCMC Found (comprised of \$747.12 in delimport comprised on 1947.11 in liquidated damages and \$196.72 in interest) \$68.72 to the CISCO Fund (comprised of \$48.28 in delinquent contributions, \$4.83 in liquidated damages, and \$15.61 in interest) and \$3,762.04 in union dues (comprised of \$3,420.04 delinquent contributions and \$342.00 in liquidated damages). These delinquent amounts shall be paid in their entirety at the time payment under this Note commences, in accordance with the scholars described in paragraph 3.
- 3. For twelve (6) consecutive months, commencing on March 1, 2007 and enting on August 1, 2007, Company 1 and Company 2 will pay 55,617.53 per month to the Health and Welfare Fund and 33,922.14 per month to the Pension Fand
- 4. Company 1 and Company 2 will remit all payments to the Funds' Administrative Offices, which are located at 11465 Cormat Road, Westchester, Illinois 60154.
- S. Company I and Company 2 understand and agree that this installment Note is based on reports submitted by Company I to the Funds and that the Funds reserve the right to conduct an audit, in accordance with the terms of the collective barguining agreement and the Funds' respective Agreements and Declarations of Trust, to determine benefit contribution compliance for the time period covered herein and further reserve the right to collect any unpaid contributions, union dues, interest, liquidated damages, and nudit easts as shown on said audit.
- 6. Paymonis made pursuant to this installment Note shall be considered "contributions" as defined under the terms of the CBA and the Fund's respective Agreements and Designations of Trust. If the contributions are not paid by the 10° day following the date on which payment should have been received, the contribution shall be considered delinquent and all charges which apply to the lam payment of countibutions under the terms of the CBA and the Fund's respective agreements and Decimentions of Trust shall upply, including but not limited to, the assessment of



Fab-19-2007 30:20am From-LABORERS PENSION

+3126021480

T-350 P.003/003 F-602

P.003

interest and liquidated damages. Further, in the event Company 1 and Company 2 fail to timely make any payments described in this Note. All amounts described in paragraph I herois shall immediately become due on the 10th day following the dais on which payment should have been received by the Fond's under the terms of this Note. In such event Company 1 and Company 2 further agrees to pay all attorney fees and costs incurred by the Funda in any setion to enforce any part or all of this note.

- 7. This Installment Note is conditioned on Company 1 and Company 2 staying current on their obligations to the Funds under the turnet of the collective bargaining agreement and the Funds' respective Agreements and Deciarations of Trust. In the event that Company I and Company 2 Int to maintain their obligations under the terms of the collective burgaining agreement and the Funds' respective Agreements and Declarations of Tenst, including, but no limited to, its obligations to submit rimely contribution reports and to make timely contribution payments by the tenth day following the month in which laborers! work was parformed, then the Bunds shall have the right to accelerate and collect all amounts due under this Installment Note, plus payment of all attorneys' less and costs incurred by the Funds in any action to accelerate this Installment Note.
- 8. Company I and Company 2 further agree to obtain and maintain a surety band to insure the phyment of wages and benefit contributions as required under the terms of the CBA.
- 9. Company I and Company 2 shall have the right to prepay the entire amount due noder the Note prior to the date upon which payment is due without peoply and without payment of any precalculated Note interest that has not secreed as of the date fall payment has been made.

The farties believy perce to these tarms by their execution bereof on the 11th day of July, 2006.

COMPANY INAME

Orlowski i fuetion

By:

icy Orlow SI Ilkiz Wieslaw Orlowski

Title:

AME COMPANY Orlowski Companyi Nuc.

By:

Orlawski, Wieslaw Orlowski

Thie

Laborers' Pension Fund

dministrator

Laborers' Welfaro Fand of the Henkle and Welfare Department of the Construction and General Laborers' District Council of

Chicago and Vicinity.

Jos LENSON ivistrator Case 1:08-cv-00035

Document 13-8

Filed 06/18/2008

Page 3 of 23

T-264

GUARANTY OF PAYMENT AND INDEMNIFICATION

This Guaranty (Guaranty") is made as of January 2007 by the undersigned, Wesley Orlowski f/k/a Wieslaw Orlowski, (the "Guarantor"), to and for the benefit of the LABORERS' PENSION FUND AND THE LABORERS' WELFARE FUND OF THE HEALTH AND WELFARE DEPARTMENT OF THE CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY (collectively, the "Funds").

WHEREAS, Orlowski Construction, Inc. ("Company 1") and Orlowski Company, Inc. ("Company 2") have agreed to pay a total of \$76.262.95 to the Funds in settlement of the delinquent contributions owed to the Funds and to be paid under the terms of an Installment Note ("Note").

WHEREAS, the Funds are unwilling to enter into the Note unless the Guarantor executes this Guaranty: and

WHEREAS, the Guarantor has a financial interest in Company 1 and Company 2 and will be benefited by the Note:

NOW WHEREAS, in consideration of the foregoing, the Guarantor agrees as follows:

- 1. Guaranty of Payment and Indemnification. The undersigned guarantees, absolutely and unconditionally:
 (a) the payment when due of the entire principal indebtedness and all interest evidenced by the Note during the six (6) month payment period; and (b) the full and complete payment of any all fees, costs as such default is based upon a default under the terms of the Note, whether litigation is involved or not, and if involved, whether at the trial or appellate leves or in pre- or post- judgement bankruptcy proceedings), in enforcing or realizing upon the obligations of the Guarantor hereunder (the obligations of Guarantor under this Paragraph 1 are collectively hereinafter referred to as the "Obligations").
- 2. Continuing Guaranty. This Guaranty shall be a continuing Guaranty, and shall note be discharged, impaired or affected by; (a) the existence or continuance of any obligation on the part of Company 1 and Company 2 with respect to the Note; (b) any forbearance or extension of the time of payment of the Note; (c) the validity or invalidity of the Note; (d) any defenses whatsoever that Company 1 and Company 2 or any of the party thereto may have to the performance or observance of any term, covenant or condition contained tin the Note; (e) the existence or non-existence of Company 1 and Company 2 as a legal entity; (f) any limitation or exculpation of (other than the payment and performance in full of all of Company 1 and Company 2's Obligations) that Guarantor may have as to his undertakings, liabilities and obligations hereunder, including any defenses based upon any legal disability of Company 1 and Company 2 or any discharge or limitation of the disability of Company 1 and Company 2, whether consensual or arising by operation of law or any bankruptcy, insolvency or debtor-relief proceeding, or from any other cause, each and every such defense being hereby waived by the Guarantor.
- 3. <u>Waivers.</u> Guarantor waives diligence, presentment, protest, notice of dishonor, demand for payment, extension of time of payment, notice of acceptance of this Guaranty, non-payment at maturity and indulgences and notices of every kind not provided for under this Guaranty. It is the intention of this Guaranty that Guarantor shall remain liable as principal, notwithstanding any act, omision or thing which might otherwise operate as a legal or equitable discharge of Guarantor, until all of Company 1 and Company 2's obligations shall have been fully paid and performed.
- 4. <u>Subrogation.</u> Notwithstanding anything to the contrary elsewhere contained herein or in the Note, the guarantor expressly waive with respect to Company 1 and Company 2 any and all rights at law or in equity to subrogation, to reimbursement, to exoneration, to contribution, to set off or to any other rights that could accrue to a surety against a principal, to the Guarantor against a maker or obligor, to an accommodation party against the party accommodated, or to a holder or transferee against a maker, and which the guarantor may have or hereafter acquire against Company 1 and Company 2 in connection with or as a result of Guarantor' execution, delivery and/or



Document 13-8 Filed 06/18/2008 Case 1:08-cv-00035 Page 4 of 23

performance of this Guaranty or the Note. The Guarantor agrees that he or she shall not have or assert any such rights against the Company or its successors and assigns or any other period (including and surety), either directly or as an attempted set off to any action commenced against the Guarantor by Company I and Company 2 (as borrower or in any other capacity) or any other person.

- 5. Independent Obligations. The Funds may enforce this Guaranty without first resorting to or without first having recourse to the Note; provided, however, that nothing herein contained shall preclude the Funds form suing on the Note or from exercising any other rights, and the Funds shall note be required to institute or prosecute proceedings to recover any deficiency as a condition of any payment hereunder or enforcement hereof.
- 6. Acceleration. IN the event that payments due under the Note shall be accelerated, the Guarantor's obligations hereunder shall also be accelerated without further notice from the Funds.
- 7. Effect of Bankruptcy. This Guaranty shall continue in full force and effect notwithstanding the institution by or against Company 1 and Company 2 of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the Note in any such proceedings, or others.
- 8. Termination. This Guaranty shall remain in full force and effect as to the Guarantor until all of Company 1 and Company 2's Obligations under the Note outstanding shall be finally and irrevocably paid in full. Payment of all of Company 1 and Company 2's Obligations from time to time shall not operate as a discontinuance of this Guaranty. If after receipt of any payment of all or any part of Company 1 and Company 2's Obligations, the Funds are for any reason compelled to surrender such payment to any person or entity, because such payment is determined to be void or voidable as a preference, impermissible set off, or a diversion of trust fund, or for any reason, this Guaranty shall continue in full force notwithstanding any contract action which may have been taken by the Funds in reliance upon such payment, and any such contrary action so taken shall be without prejudice to the Funds' rights under this Guaranty and shall be deemed to have been conditioned upon such payment having become final and irrevocable.
- 9. Company 1 and Company 2's Financial Condition. The guarantor assumes full responsibility for keeping fully informed of Company 1 and Company 2's financial condition and all other circumstances affecting Company 1 and Company 2's ability to perform its Obligations, and agree that the Funds will have no duty to report to Guarantor any information which the Funds receive about Company 1 and Company 2's financial condition or any circumstances bearing on its ability to perform.
- 10. Expenses. The undersigned agrees to pay and reimburse the Funds for all cost and attorney's fees, which they may expend or incur in the enforcement of this Guaranty or any of Company 1 and Company 2's Obligations under the Note.
- 11. Delay, Cumulative Remedies. No delay or failure by the Funds to exercise any right to remedy against Company 1 and Company 2 or Guarantor will be construed as a waiver of that right or remedy. All remedies of the Funds against Company 1 and Company 2 and the Guarantor are cumulative.
- 12. Binding Effect. This guaranty shall incur to the benefit of any may e enforced by the Funds, and shall be binding upon and enforceable against the Guarantor and Guarantor's heirs, legal representatives, successors and assigns. In the event of the death of the Guarantor, the obligations of such deceased Guarantor shall continue in full force and effect against his estate, personal representatives, successors and assigns. Without limiting the generality of the foregoing, the Funds (or their successors and assigns) may from time to time and without notice to undersigned, assign any and all of their rights under this Guaranty without in any way affecting or diminishing the obligations of the undersigned hereunder, who shall continue to remain bound by the obligated to perform under and with respect to this Guaranty as though there had been no such assignment.
- 13. Default. The Guarantors hereby authorize irrevocably any attorney of any court of record to appear for them in such court, at any time after ten (10) days notice after default in any payment due under this Guaranty, and

Case 1:08-cv-00035 Jan-19-2007 03:36pg From-LABORERS PENSION

Document 13-8

Filed 06/18/2008 431288214BB

7-135 P.007/018 F-378

Page 5 of 23

confess judgement against Guerantor, after service of notice of the claimed default, in favor of the Funda for such amount to be unpaid and owed thereon, including interest, liquidated damages and reasonable cost of collection including responsible attorneys' fees. The guarantor agrees to waive and release all errors which may intervene in any such proceedings, and content to immediate exception upon such judgement, hereby ratify and confirming all that said attorney may do by virtue hereof.

- 14. Warranties. Guerantor makes to the Funds the following representations and warranties:
- (a) Authorization. Guarantor has full right, power and authorization to enter into this Guaranty and carry out his obligations hereunder
- (b) No Conflict. The execution, delivery and performance by Guaranter of this Guaranty will not violate or be in conflict with, results in a breach of, or constitute a default under, any indenture, agreement or any other instrument to which Guarantor is a party or by which Guarantor or any of his assets or properties is bound, or any order, writ injunction or decree of any court or governmental institute.
- (c) Litigation. There are no actions, suits or proceedings pending, or to the knowledge of Guarantor, threstened against or adversely affecting any Guaranter at law of in equity or before or by governmental agency or insurumentality which involve any of the transactions herein contemplated, or the possibility of any judgement or liability which may result in any material and adverse change in the financial condition of any Guaranter. Guaranter is not in default with respect to any judgment, order, welt, injunction, decree, rule or regulation of any court.
- (d) <u>Bathaceability</u>. This guaranty is a legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or almilar laws affecting the rights of creditors generally.
- 15. Notices. All notices or other communications required or permitted hereunder shall be (a) in writing and shall be deemed to be given when either (1) delivered in period, (11) three (3) days after deposit in a regularly maintained receptacle of the United Stones mall as registered or Conified mail, postage prepaid, (III) when received if some by private courier service, or (IV) on the day on which Guaranter refuses delivery by mall or by private courier service, and (b) addressed as follows:

In Case of the Funds:

Office of Fund Counsel Jenod Olszewski 53 W. Jookson, Suite 550 Chicago IL 60604

Case 1:08-cv-00035

or such other addresses as may from time to time be designated by the party to be addressed by notice to the other in the manner hereinabove provided. The Funds will use their best efforts to send countery copies of notices provided hereunder to Guaranter's attorney,

But the failure by the Funds to send courtesy copies to Guaranter's attorney shall not limit or restrict the Funds' rights under this Guaranty in any manner nor relieve Guaranter of any obligations under this guaranty.

- 16. Additional Walvers. Guaranter expressly and unconditionally waives, in connection with any suit, action or proceeding brought by the Funds on this Guaranty, any and every right he or she may have to (I) injunctive relief, (II) a trial by jury, (III) interpose any counterclaim therein and (IV) seek to have the same consolidated with any other or separate suit, action or proceeding.
- 17. Severability. If all or any portion of any provision of this Gueranty is declared or found by a court of compenent jurisdiction to be unenforceable or mull and void, such provision or partion thereof shall be deemed stricken and severed from this Gueranty and the remaining provisions and portions hereof shall continue in full force and effect.
- 18. Applicable Law: Venue. This Guaranty and the managericus evidenced hereby shall be construed and interpreted under the laws of the State of Illinois. Guarantor, in order to induce the Funds to accept this Guaranty and inter into the loan agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, agrees that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to or from this Guaranty shall be luigated, at the Fund's sole discretion and election, only in courts having a situs within the county of Cook, State of Illinois, Eastern Division. Guarantor hereby waives any right he or she may have to manafer or change the venue or any litigation brought against him by the Funds on this agreement in accordance with this paragraph.
 - 19. Time is of the Essence. Time is of the essence of this Guaranty as to the performance of the undersigned.
- 20. Death of a Guarantor. In the event of the death of Guarantor, the Funds shall have the right to accelerate the indebtedness evidenced by the Note unless, within sixty (60) days of his death, Guarantor's astate assumes his obligations hereunder by an instrument satisfactory to the Funds and delivers to the Funds security for performance of such obligations satisfactory to the Funds.

such obligations satisfactory to the Funds.

N WILNESS WHEREOF, the undersigned Guaranax has executed this instrument as of the date and year first above written.

Wester Orlowski

Special Security Number

Deto:

APPROVED AS TO FORM AND SUBSTANCE
ON BEHALF OF GUARANTOR;

Case 1:08-cv-00035 Document 13-8 Filed 06/18/2008 Page 7 of 23 RICHARD J. WOLF AND COMPANY, INC.

Post Office Box 591
Palos Park, Illinois 60464
(708) 923-0909
Fax (708) 923-0910

March 20, 2008

® 433

Board of Trustees of the Various Fringe Benefit Funds of the Laborers Pension & Welfare Funds

EXIT AUDIT

RE: Orlowski Construction Inc. (13488)

We have performed a fringe benefit contribution compliance audit of Orlowski Construction Inc., for the period from August 1, 2006 through September 30, 2007. The audit encompassed the comparison of individual earnings records to certain payroll tax and fund reports and a review of the general disbursement records.

The comparison and review indicate that the employer has not complied with its fringe benefit contribution requirements and owes the following amounts:

	FUND	AMOUNT
WE	LFARE	\$ 78,010.00
PEI	VSION	52,422.80
TR.	AINING	1,914.19
LEG	CET	504.66
LM	CC	1,211.16
CA	ICA	807.44
DU	ES	6,591.18
Sub	Total	\$141,461.43
Plus previous late charges assessed by	Laborer's Pension & Welfare Funds	\$ 884.52
TO	ΓAL	<u>\$142,345.95</u>

In addition, the employer could not provide proof of a current wage and fringe benefit bond.

RICHARD J. WOLF AND COMPANY, INC.

EXHIBIT STATE OF THE PROPERTY OF THE PROPERTY

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

ORLOWSKI CONSTRUCTION INC, #13488

ADDITIONAL HOURS and/or WORK DUES 6/06 - 5/07

JUN 06 to MAY 07

Flags Type	700															
# Hours Hour	# 10 10	Flags	Type	Lin	=	7	-				2007					
SC Gross	DORNYAK IVAN				3	And	Sep	ŏ	<u>8</u>	Dec	120	400				
SC Gross \$	2679	# 6	Hours	•	•	•	103.0	L	L	L		Cal	Mar	Apr	May	Total
Gross \$ Hours Gross \$ Hours		າ	-		•	•		-	•		•	•	•	•		327.50
Hours SC Gross \$ G			Gross \$	•	•		•			•	· _	•	•	•	•	
# Hours	OWINSKI, MACIES	#	Hours	 								•	•	•		· - '
# Hours	923	သွ		•	•		•	• 	44.00	· _	•					
# Hours			Gross \$	•	,	•	. (•	•	•	•	•	•	•	
Gross \$	DWSKI, WES	#	Hours					1		·	-	٠	•	•	•	69
Gross\$	4239			•	•			•	•	•	•	٠.	•	ļ,	160.00	1
\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -			Gross \$	•		•		•	•	•	•	•	•	•	•	2
\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -									-	-		·	·			\$ 5,048.00
\$. \$. \$. \$. \$. \$. \$. \$. \$. \$.	HOURS															
COCOCO S . S . S . S . S . S . S . S . S . S				•	,	•	103.0				•				180.00	2 7 7 7 7
	AL GROSS \$			\$	٠	6	\$	€>	6Э	69	€	φ	69	€.	00.001 \$ 5 0.48 0.0	6

									ŀ						
	8	49	69	49	49	47	47	8							
	4	92	36,38	2	89	5		8							
No.	596.44	035,7	õ	10.70	25.68	7		\$ 2,722.08	ı						
ž	Řί	ö	•	•	•	•		7,							
	69	69	₩	43	69	69	69	\$							
	12	ø	22	2	74	စ္က		52							
ö	406.57	263.78	9.27	2.73	6.54	4.36		693.25	İ						
Ó	4	8						မြ							
	€\$	69	49	49	₩	69	₩	\$	١,	_					
	စ္တ	22	2	5,15	2.36	8.24		9							l
Sep	768.38	498.52	17.51	'n	ď	ω		⊙	1	ĕ	0.12	90.0	1.75%		l
ű	12	4	•		`			1,310.16		5/31/07	o	õ	1.7		
	\$	69	69	49	↔	₩	4	\$		-				İ	l
		•	•				•								
Aug										₽		4			
۷									H	H	LMCC	CAICA	DUES		
	↔	↔	↔	₩	₩	43	€>	\$			2	ပ်	ద		
ļ															
3									Н	6/1/06	7.46	8	0.17	0.05	
٦										6/1	7.	4	o	o	l
	49	69	4	₩	↔	4	69	\$		H					
- 1				ı		,					w	_	o		l
틧										Rates:	AR	ģ	Ž	_	l
ے										Ra	VELFARE	PENSION	TRAINING	ECET	ŀ
	49	H	↔	₩	↔	↔	↔	\$			WE	띮	똔	쁘	
•															

Amount Due To Funds:
WELFARE
PENSION
TRAINING
LECET
LMCC
CAICA
DUES

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

ORLOWSKI CONSTRUCTION INC. #13488

JUN 06 to MAY 07

ADDITIONAL WELFARE - PENSION - TRAINING HOURS 6/06 - 5/07						63.00		Aug Sep Oct Nov Dec Jan Feb Mar Apr Mav	S . S . S . S . S . S . S . S . S . S .			to 5/31/07	ıcc	CAICA	JES .	
ADDITION 2006	Jul Jul		• •		•	\$		Jun Jul		**	\$ - \$ - \$	Rates: 6/1/06	WELFARE 7.46 LI		0.17	LECET
	Flags Type	# Hours	Gross \$				I					 _				
	%. S. #	WAGNER, CHARLES		0011011	IOTAL HOURS	TOTAL GROSS \$		Amount Due To Funds:	WELFARE	TRAINING	TOTAL					

LABORERS' DISTRICT COUNCIL OF CHICAGO. CAICA ASSOCIATION

ORLOWSKI CONSTRUCTION INC. #13488

JUN 07 to MAY 08

8/07 - 5/08	Dec Jan Feb Mar Apr Mav Total			28.00	· · · · · · · · · · · · · · · · · · ·	Dec Jan Feb Mar Anr May Tokal	9	329,44	
TIONAL WELFARE - PENSION - TRAINING HOURS 6/07 - 5/08	Oct Nov			•	A .	Oct Nov			
ADDITIONAL WELFARE - PEN 2007	Jun Jul Aug Sep			58.00	→	Jun Jul Aug Sep	32944 s - \$ - \$ - \$	12.76 \$ - \$ - \$	
	S. S. # Flags Type Ju	\$ \$80.0	TOTAL HOURS	•		To Funds:	WELFARE \$ 462 PENSION \$ 329	· 69	***

323.44
\$ 804.46 Rates: WELFARE PENSION TRAINING

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION ORLOWSKI CONSTRUCTION INC. #13488

UNREPORTED HOURS and/or WORK DUES 6/06 - 5/07

# 0 0			2006			į				2004					
AMANA	riags	a X	ung	3	Aug	Sep	Oct	Nov	Dec	lan	100				
6666-666	8CCH10	Hours	•	•	•		ļ.	,	1.		148.00	Mar	Apr	May	Total
	3	Gross \$		• •	•	•	•	•	•	•	0.04	• •	• •	• •	146.00
BEZKKLUBEPS, M.	SCCH10					63.00	. .	139.00		1	4,606.30		·		\$ 4,606.30
0.00.00.00.00.00.00.00.00.00.00.00.00.0	10.00		•	•	•	•	•	} '			72.00		•		274.00
BLASIAK	SCH10	Gross &	1	1		1,987.65		4,385.45			2,271.60				. A A A A A A A A A A A A A A A A A A A
666-66-666	10.00	8 8 8 8 8				• •	•	•	•	•	49.00		-	•	1
		Gross \$	٠	•	4	•		•		• •	1 545 05	•	•	•	
CAMPOS, MAURICIO	CH10	Hours	•						-	-	1,040,90	. .	118.00	00 880	1,545.95
0242	00:01	Gross \$		• •			• .	1 ,	•	•	•		3		
CASTANEDA, CARLOS	SCCH10			•			1.	1.	1	1		1	3,722.90	-	\$ 12,809.30
8702	10.00		•		•	•	•	•	•		• •		•	40.00	40.00
		- 1	,	•	·	•	•	•	•	•	•	•	• •	1.262.00	1 282 00
GRZANKA	SCCH10	Hours	- 1	•	144.00	49.00	•	•			ŀ		ľ	+	193,00
6666-66-666	3.0	Gross \$			4,543.20	1,545.95		• •	• •		, ,			• •	. 000 8
IRLA, RYSZARD	SCCH10			•		72.00		216.00		- -	72.00			· ·	360.00
8/6/	10.00		•	•	•	, ;	•	, ,	•	•	•		•	•	•
				٠	•	2,271.60		6,814.80		•	2,271.60	•	•	•	\$ 11,358.00
JAJE, PIOTR	SCCH10	Hours	, ,		72.00		72.00	216.00		• •	72.00	•	•		432.00
		Gross \$	•	•	2,271.60	•	2,271.60	6,814.80	•	•	2,271.60	•			\$ 13.629.60
JOPEK, STANISLAW	SCCH10				144.00	216.00	216.00	72.00	•	,			,		648.00
22115	10.00	Gross \$			4,543.20	6,814.80	6,814.80	2,271.60							\$ 20,444.40
KOMISAREK	SCCH10					72.00	144.00	•							ł
6666-66-666	10.00					2.271.60	4.543.20	, ,	• •			. ,			6 814 80
KBOI IOSEE	SCHIO	1				72.00		72.00	•		,	ľ		,	
7993	10.00		•	•	•	•	•	•	•	•	•	•	•	•	•
					,	2,271.60		2,271.60		•			•		\$ 4,543.20
KROWIAK, J.	SCCH10	Hours	. •	, ,	144.00	72.00	144.00		•						360.00
DD DD D - DD D D - DD D D - DD	2.5	Gross \$			4,543.20	2,271.60	4,543.20	•				•	•	,	\$ 11,358.00
KUNA, JANUSZ	SCCH10			•	•	72.00		144.00	•	•	•	•	•	•	216.00
-7880	10.00		•	•		2 271 BD	, ,	4.543.20					, ,		\$ 6.814.80
		Gross &				72.00		144.00	·		72.00				288.00
KUKGAN, C. 999-99-9999	10.00		• •	٠	•	•	•	• ;	•	•		•	•	•	
		Gross \$	•		'	2,271.60	•	4,543.20		- 22	2,271.60	,			1
KUS, TOMASZ	SCCH10	Hours		•	ı	72.00	•	144.00		7.00					, ,
2600	10.00	,				2.271.60		4,543.20	•	2,271.60	•	•	•	•	\$ 9,086.40
		01035													

JUN 06 to MAY 07

6,063.50 \$ 191,240.43

\$ 29,199.63

\$ 3,722.90

\$ 15,238.65

72.00 \$ 2,271.60

1,577.00

792.00 \$ 24,987.60

1,470.00

624.00 \$ 19,687.20

TOTAL HOURS
TOTAL GROSS \$

LABORERS' DISTRICT COUNCIL OF CHICAGO. CAICA ASSOCIATION

ORLOWSKI CONSTRUCTION INC. #13488

UNREPORTED HOURS and/or WORK DUES 6/06 - 5/07

8.8.#	Flags	Type	Junc	Jul	Aug	Con	1.0			2007					
MEDINA, ERICK	သွ	Hours	 -			d d	i i	NON	000	Jan	Feb	Mar	Apr	May	Total
654	29.00	•	•	•	•		•	•	•	•	•	,		85.00	00 90
		Gross \$	•	•	•	•		•	•	•	•	•	•	2	00.00
MEDRANO, FELIX	31.55	Hours					.	· ·		1			·	2,618.75 \$	2,618.75
9395			•	•		•	•	•	• •	, ,	•	•	•	67.50	67.50
		Gross \$	•	•	•	•	1	•	•	•	•	•	•	•	•
MEDRANO, FELIX	CH10	Hours					,	1.	1	 				2,129.63 \$	2,129.63
SEE - 8385	10.00		•	•	•	•	•	•	,		•	•	•	159.00	159.00
		Gross \$	•	•	•	•	•	•	•	, ,	•	•	•		
MICHALCHZYK	SCCH10	Hours		•		72.00	1							5,016.45	5,016.45
6666-66-666	10.00	_	•	•	•	•	,	,	•	. ,	•	•	•	•	72.00
		Gross \$	•	•	•	2,271,60	•	•	•		•	,	•	•	
MIELNICKI, M.	SCCH10	Hours	·			72.00		144.00		<u> </u>		1		•	7
666-66-666	10.00		•	•	•	•		•	•	,	• •	•	•	•	216.00
		Gross \$. •	•	•	2,271.60	•	4,543.20	•	•	•	. ,	•	•	
OLCHAWA, BRONISLAW	SCCH10	Hours	•			72.00		144.00		<u> </u>	1.				٥
.2330	10.00		•	•	•	•	•	•	•	•	•	•	•		70.00
		Gross \$	•	•	•	2,271.60	•	4,543.20	•	•	•	•			
POPIELA, DARIUSZ	SCCH10	Hours	•		120.00	288.00	216.00	•	•	٠	,	-	.		624.00
3211	10.00	6	•	•	708.00	. 7	, 77	•	•	•	•	•	•	•	
		Gross &	•		0,700.00	9,080.40	5,814.80	•	•			•		•	\$ 19,687.20
POSADA, DEMETRIO	CH10	Hours	•		•	•	•	•	•	•	•		•	288.00	288.00
((54	10.00		•	•	•	•	•	•	•	•	•	•	•	•	
		Gross \$	-			•		,	•	•	•	٠	•	9,086.40	\$ 9,086.40
SMOLUCHA, S.	SCCH10	Hours	•	•	•	62.00	•	•	•	•	•	•	,		62.00
6666-66-666	10.00		•	•	•	•	•	•	•	•	•	•	•	•	•
		Gross \$	•	•	٠	1,956.10	•	•	•	•		•	•	•	\$ 1,956.10
SOCHA, KAZIMERZ	SCCH10	Hours	•	•	•	72.00	•	142.00	•	•	•	•		•	214.00
-5137	10.00		1	•	•	•	•	• :	1	•	•	•	•	•	
		Gross \$	•	•	•	2,271.60	•	4,480.10	•	•	•	•	•	•	\$ 6.751.70

3/20/2008

Total 45,233.71 29,347.34 1,030.80 303.18 727.62 485.08 3,346.70

> ,919,15 ,489,10 157,68 46,38 111,30 74,20 510,99

880.28 571.12 20.06 5.90 14.16 9.44 85.15 80,474.43

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

ORLOWSKI CONSTRUCTION INC. #13488

UNREPORTED HOURS and/or WORK DUES 6/06 - 5/07

Apr May Total	
Mar	
2007 Jan Feb	
Dec	
Oct Nov	
Sep	
Aug	
Jun Jul	
s Type	
S. S. # Flag	

ö

3

\$ 11 764 42	\$ 7,632.68	\$ 268.09	\$ 78.85	\$ 189.24	\$ 126.16	\$ 870.70	\$ 20,930.14						
5.908.32	3.833.28	134.64	39.60	95.04	63,36	437.28	\$ 10,511.52						
မာ	49	•	€>	€	47	€	\$						
\$ 10,966,20	7,114.80	249.90	73.50	176.40	117.60	811.62	\$ 19,510.02		5/31/07	0.12	90.0	1.75%	
ð	↔	€3	43	₩	₩	↔	\$	l					
40.000,4	3,020.16	106.08	31.20	74.88	49.92	344.53	8,281.81		ᅌ	MCC	CAICA	DUES	
A	63	69	↔	↔	4	€9	s			ž	8	ᅙ	
•	•	•	•	•	•	•			6/1/06	7.46	4.84	0.17	
A	₩	↔	₩	₩	↔	€>	₩,						
•	•	•	•	•	•	•	•		Rates:	NELFARE	PENSION	TRAINING	
9	↔	69	69	69	↔	₩.	8			×	핕	5	1
								•					

e To Funds:		PENSION							•
Amount Du	WELFARE	PENSION	TRAINING	LECET	LMCC	CAICA	DUES	TOTAL	

JUN 06 to MAY 07

May

LABORERS' DISTRICT COUNCIL OF CHICAGO . CAICA ASSOCIATION

ORLOWSKI CONSTRUCTION INC. #13488

2/08	
•	
20/9	
and/or WORK DUES	
UNREPORTED HOURS	

			2007												
8. S. #	Flags	Type	Jun	135	Aug	200	100			2008					
CAMPOS, MAURICIO	CH10	Hours	288.00	144.00	144.00	dac	Oct	>ON	Dec	Jan	Feb	Mar	Apr	May	Total
0040	10.00	\$ 0000	14			•	•		, ,		•	•	٠		576.00
CAMPOS MALIBICIO	0000	Gloss &	9,047.70	4,773.60	4,773.60		•	•	•	•		•	•	•	•
3438	10.00	Sunon				186.00	186.00	186.00	186.00	ŀ					\$ 19,094.40
		Gross \$	•	•	•	5.868.30	5 868 30	5 868 30	- 089 3	•	٠	•	•	•	20.1
CASTANEDA, CARLOS	SCCH10	Hours	132.00	47.00	109.00		2000'0	30.00	2,000.30	•					\$ 23,473.20
8702	10.00		4	•	•	٠	•	•				•	•	•	288.00
		Gross \$	4,375.80	1,558.05	3,613.55	•	•	•	•	•		•	•	•	
CASTANEDA, CARLOS	SCCHA	Hours		•		•			239.00	1					\$ 9,547.40
8702	19.25		•	•	•	•	•	•	•	•		•	•	•	239.00
		Gross \$	•	•	•	•	•	•	7,922.85			•	•	•	
JELONKOWSKI	SCCH10	Hours	•		72.00									<u> </u>	\$ 7,922.85
6666-66-666	10.00	•	•	•	•	•	•	•	•	•	1	•	•	•	72.00
		Gross \$		•	2,386.80	•	٠	•	•	•			•	•	
MEDINA, ERICK	SC	Hours	47.00	•	28.00					1				1	\$ 4,386.80
6654	29.00		•	•	•	,	•	•	•	•	•		•	• .	00'6/
		Gross \$	1,558.05	•	928.20	•	•	•	•	•	•	•			* 2 786 7E
POSADA, DEMETRIO	CH10	Hours	360.00	144.00	72.00	٠									1
7754	10.00		•	•	•	•	•	•	•	•	•	•	•	•	3
		Gross \$	11,934.00	4,773.60	2,386.80	•	•	·	•	٠	٠	•	•	•	\$ 19.094.40
WALSH, VINCENT	CH10	Hours	•	72.00	216.00	•	•	•	•		·	•			288 00
1735	10.00		1	•	•	•	•	•	•	•	•	•	•	•	•
		Gross \$	•	2,386.80	7,160.40	-	٠		·	٠	•	•	•	•	\$ 9,547.20
TOTAL HOURS			827.00	407.00	641.00	186.00	186.00	186.00	425.00	•	•	,	,	'	2,858.00
TOTAL GROSS \$			\$ 27,415.05 \$ 13,492.05		\$ 21,249.35	\$ 5,868.30	\$ 5,868.30	\$ 5,868.30 \$ 5,868.30 \$ 5,868.30	\$ 13,791.15 \$	•	· •		67	↔	\$ 93,552.50
		-		1											

	€	49	↔	69	69	€9	₩	\$
ĭ	•	•	ï	•		•	٠	
Mar	↔	↔	49	↔	63	43	€9	49
Feb		•	•	•		•	•	٠
Ŧ	67	↔	49	€9	63	€9	ક	\$
Jan	٠	•	•	•	•	•	٠	٠
	69	49	↔	ь	69	49	↔	\$
Dec	3,387.25	2,414.00	93.50	21.25	51.00	34.00	379.26	6,380.26
	↔	↔	↔	↔	G	47	₩,	*
Nov	1,482.42	1,056.48	40.92	9,30	22.32	14.88	161.38	2,787.70
	\$	↔	↔	€	69	67	₩	\$
ö	\$ 1,482.42	\$ 1,056.48	\$ 40.92	8 9.30	\$ 22.32	\$ 14.88	\$ 161.38	\$ 2,787.70 \$ 2,787.70
Sep	5,108.77 \$ 1,482.42 \$ 1,482.42 \$ 1,482.42	\$ 1,056.48	\$ 40.92	\$ 9.30	\$ 22.32	\$ 14.88	\$ 161.38	\$ 9,635.28 \$ 2,787.70
Aug	5,108.77	3,640.88	141.02	32,05	76.92	51.28	584.36	9,635.28
	8	49	69	69	↔	69	↔	8
Ы	3,243.79	2 311 76	89.54	20.35	48.84	32.56	371.03	\$ 6,117.87
	69	49	49	₩.	69	6	₩	1
Jun	6.591.19	4 697 36	181.94	41.35	99 24	66.16	753.91	12.431.15
	69	69	6	· 6	•	+	+ 69	6

Amount Due To Funds:
WELFARE
PENSION
TRAINING
TECET
LECET
LMCC
CAICA
DUES
TOTAL

Rates:	6/1/07	to	5/31/08
WELFARE	7.97	LMCC	0.12
PENSION	5.68	CAICA	0.08
TRAINING	0.22	DUES	2.75%
LECET	0.05		

JUN 07 to MAY 08

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

ORLOWSKI CONSTRUCTION INC. #13488

RICHARD J. WOLF AND COMPANY, INC.

SUMMARY REPORT TOTAL

	۷	DDITIONAL	5	INREPORTED		TOTAL
WELFARE	₩	9,998.03	છ	68,011.97	↔	78,010.00
PENSION	↔	6,842.02	↔	45,580.78	€	52,422.80
TRAINING	↔	254.63	↔	1,659.56	↔	1,914.19
LECET	↔	58.58	⇔	446.08	↔	504.66
LMCC	↔	140.58	↔	1,070.58	↔	1,211.16
CAICA	↔	93.72	↔	713.72	₩	807.44
DUES	↔	671.78	₩	5,919.40	4	6,591.18
TOTAL	↔	18,059.34	છ	123,402.09	မှာ	141,461.43
•						

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

ORLOWSKI CONSTRUCTION INC. #13488

RICHARD J. WOLF AND COMPANY, INC.

** GRAND TOTAL **

78,010.00		504.66	1,211.16	807.44	6,591.18	141,461.43
WELFARE \$	4 D	LECET	LMCC \$	CAICA	DUES	TOTAL \$

LABORERS' PENSION & WELFARE FUNDS

AUDIT

EMPLOYER

ORLOWSKI CONSTRUCTION

CODE 13488

FOLLOWING ARE THE FIGURES OWED BY THE ABOVE MENTIONED CONTRACTOR AS A RESULT OF THE AUDIT.

						TO TO TO!	יייייייייייייייייייייייייייייייייייייי	A NESCLI OF THE AUDIT.	ODII.										С
8-1-06-9-30-07 ADDITIONAL	HOURS	WELFARE	RATE	PENSION	RATE	TRAINING FUND	RATE	DUES	LDCLMCC	-	RATE MCIAF	RATE	CAICA RATE		LECET	RATE	RATE CISCO RATE		ase
HOURS 8-1-06-5-31-07	53150	3 964 99	7 46	0 570 46	0	000	ţ	(•			:08
8-1-06-5-31-07	63.00			304.92	4.84	10.36	0.17	88.34	63.78	0.12	•		42.52	0.08	26.58	0.05	,		6,049
6-1-07-9-30-07	640.00	ιΩ		3,635.20	5.68	140.80	0.22	583.44	76.80	0.12			51.20	0.08	32.00	0.05			%- 0
10-00-6-10-1-	98.00	462.26	7.6.7	329.44	5.68	12.76	0.22		1						•				, Og
									•		•		•		•				03
MEN NOT		•							•		•		1		•				5
EPORTED		•		•		1 4			; F						•				
8-1-06-5-31-07	6,063.50		7.46	29,347.34	4.84	1,030.80	0.17	3,346.70	727.62	0.12	•		485.08	90.0	303.18	0.05			80,4.43
10-06-6-10-1-	2,858.00	22,778.20		16,233.44	5.68	628.76	0.22	2,572.70	342.96		•		228.64	80.0	142.90	0.05	•		42 90,7
													•		•				ım
		t		•									, ,				. ,		ne
		r		•					ı		•				,				nt
		1		a		,			•		•				•				1
		•		•					•		•		1				ı		3-8
SUBTOTAL	10,214.00	78,010.00	1.	52,422.80	•	1,914.19	•	6,591.18	1,211.16				807.44	1	504.66	•	. .	1	141,461.43
10% PENALTIES 20% PENALTIES		4,966.87		3,222.47		113.19		659.12	121.12				80.74		50.47		1 1		9 213.98
																	ı		, d
AUDIT COSTS		722.50		722.50															<u>6</u> 6
ATTORNEY FEES		•		t															/18
ACCUM. PENALTIES		2,876.02		1,987.52															/20
ACCUM. INTEREST		6,392.48		4,233.64		152.18			100.53				67.02		41.89		ı) 86
TOTAL DUE		98,636.13	l	66,628.55		2,336.02	•	7,250.30	1,432.81	1		•	955.20	I	597.02		,	l	177,
																			age '
tabbies																			17 o
																			f 2
1																			3



Case 1:08-cv-00035 Document 13-8 Filed 06/18/2008 Page 18 of 23 RICHARD J. WOLF AND COMPANY, INC.

Post Office Box 591
Palos Park, Illinois 60464
(708) 923-0909
Fax (708) 923-0910

March 20, 2008

® 😂 433

Board of Trustees of the Various Fringe Benefit Funds of the Laborers Pension & Welfare Funds

RE: Orlowski Company Inc. (34751)

We have performed a fringe benefit contribution compliance audit of Orlowski Company Inc., for the period from October 1, 2007 through December 31, 2007. The audit encompassed the comparison of individual earnings records to certain payroll tax and fund reports and a review of the general disbursement records.

The comparison and review indicate that the employer has not complied with its fringe benefit contribution requirements and owes the following amounts:

FUND	AMOUNT
WELFARE	\$ 5,750.36
PENSION	4,098.12
TRAINING	158.73
LECET	36.08
LMCC	86.58
CAICA	57.72
DUES	659.17
TOTAL	\$10,846.76

In addition, the employer could not provide proof of a current wage and fringe benefit bond.

RICHARD J. WOLFAND COMPANY, INC.



LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

ORLOWSKI COMPANY INC. #34751

ADDITIONAL HOURS and/or WORK DUES 6/07 - 5/08

JUN 07 to MAY 08

2008	Jan Feb Mar Apr May Total	Ol (May)			. \$2,191.95	. 152.50			0,0/0,0				\$. \$. \$7.262.40		Jan Feb Mar Apr Mav Total	8 8 8 8			. 4	9 64 9 64 9 64 9 64	→ 6 1	04.7-1	S . S				
	Dec	00 38	9		2,191.90	86.00	٠	2,870.00			154.00	00:101	\$ 5,061.95		Dec	1,203.47	\$ 857.68	\$ 33.22	\$ 7.55	\$ 1812	1000	\$ 139.20		1			
	Nov		,			66.50	•	2,200.45			98 50	200	\$ 2,200.45		Nov	l	(,)					\$ 60.51	\$ 999.50	1			
	ö				•	•	•	•					•		ŏ	· •	, 49	•	69	· 69		·	\$				
	Sep					•	•	•					• \$		Sep	•	· •>	•	٠ ج		. €	•	\$		5/31/08	0.12	0.08
	Aug		•			•	•	•					\$		Aug	€9	↔	•	69	φ.	· 6	· 69	€		ಧ	LMCC	CAICA
	Jul	ľ	•	•		•	•	•					•>		Jul	, 69	· 69	€9	69	69	· 6		, 9		6/1/07	7.97	5.68
2007	Jun	ŀ	•	•		•	•	•					چ		Jun	, ↔	, 49	• •	€9	69	69	· &	•		Rates:	WELFARE	 PENSION
	Type	Hours		Gross \$		Sinon	,	Gross \$		-																	
	Flags	#	လွ		77	± 6	તુ 																				
	# .v.v.	JAJE, JERZY	8741		SIEMBAD VD7VC7TOF	SILMBAB, NAZ 1 3Z 1 OF	80/0				TOTAL HOURS		TOTAL GROSS \$		Amount Due To Funds:	WELFARE	PENSION	TRAINING	LECET	LMCC	CAICA	DUES	TOTAL				

4,016.88 2,862.72 110.88 25.20 60.48 40.32 459.46 7,575.94

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

ORLOWSKI COMPANY INC. #34751

JUN 07 to MAY 08

UNREPORTED HOURS and/or WORK DUES 6/07 - 5/08

			2007							9000					
S.S.#	Flags	Type	Jun	la _C	Aug	Sep	Oct	Nov	Dec	onno I uel	Foh	840.	1		
IFI OGI OMSKI TANITISA	011000	- C								B	Ten.	War	Apr	May	Total
CECCECANOINI JAMAGA	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	200	•	•	•	•	•	216.00	72.00	•	•				00 880
6666-66-666	10,00		•	•	•	•	•	•	•					'	70.00
		Gross \$	•		•	•	•	7 160 40	2 386 80			•	•	•	
OI ODZIE I IAN	0000								ı				•	•	\$ 9,547.20
אלה יהיים אלה	SINGLE OF LOOP	SIDOL	•	•	•	•	•	•	144.00	•	•	•	•	•	144 00
1991	10.00		•	•	•	•	•	•	•	•	•	•	•		
		Gross \$	•	•	•	•	•	•	4 773 60	•	•			•	
ASAT JERRY	SCCH10 Holls	Į.							20 07						4,7,3,00
0000 00 000					•	•	•		76.00	•	•	•	•	•	72.00
000000000000000000000000000000000000000	20.00		•		•	•	•	٠	•	•	•	•	•	•	
		Gross \$	•		•	•	•	٠	2.386.80	•	•				200000
															4 2,300.00
TOTAL HOURS			•		·	,		216.00	288.00	•		·			504 00
TOTAL GROSS \$			•	٠ ده	6	↔	· •	\$ 7,160.40	G G	•	69	دع	69	€9	\$ 16,707.60
											-				

Case 1:08-cv-00035

	₩	↔	↔	₩	₩	↔	₩	₩.
Jan		•	•	•	•	•	•	٠
	69	49	↔	↔	49	ø	G	\$
Dec	\$ 2,295.36	\$ 1,635.84	\$ 63.36	\$ 14,40	\$ 34.56	\$ 23.04	\$ 262.55	\$ 4,329.11
Nov	\$ 1,721.52	\$ 1,226.88	\$ 47.52	\$ 10.80	\$ 25.92	\$ 17.28	\$ 196.91	\$ 3,246.83
ö	•	•	•	•	•	•	•	٠
	*	49	↔	↔	↔	₩	↔	\$
Sep	•	•	•	•.	٠	٠	•	
	↔	↔	↔	↔	49	49	↔	49
Aug		•	•	•	•.	•	•	•
	€9	↔	₩	↔	↔	43	ઝ	\$
	1						.	
Jul		•	•	•		-		
Jul	€9	• •>	€>	€>	69	69	ક્ર	\$
Jul Jul	· •	• •			69	69	\$	\$.
	↔	• •	•		69 •	69	& •	\$. \$

Rates:	6/1/07	to	5/31/08
WELFARE	76.7	LMCC	0.12
PENSION	5.68	CAICA	0.08
TRAINING	0.22	DUES	2.75%
LECET	0.05		

	S. S. #	ELOGLOWSKI, JANUSZ	6666-66-66	OLODZIEJ, JAN 1667		ASAT, JERRY	6666-66-66	
- 1	- 1	ᇳ	စ္တ	Ō	l	ž S	8	

Amount Due To Funds:
WELFARE
PENSION
TRAINING
TECET
LIMCC
CAICA
DUES
TOTAL

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

ORLOWSKI COMPANY INC. #34751

RICHARD J. WOLF AND COMPANY, INC.

Case 1:08-cv-00035

SUMMARY REPORT TOTAL

	A	ADDITIONAL	S	INREPORTED		TOTAL
WELFARE	↔	1,733.48	₩	4,016.88	↔	5,750.36
PENSION	↔	1,235.40	↔	2,862.72	↔	4,098.12
TRAINING	↔	47.85	↔	110.88	↔	158.73
LECET	↔	10.88	↔	25.20	ዏ	36.08
LMCC	↔	26.10	↔	60.48	↔	86.58
CAICA	↔	17.40	↔	40.32	↔	57.72
DUES	ઝ	199.71	ઝ	459.46	↔	659.17
TOTAL	8	3,270.82	↔	7,575.94	↔	10,846.76

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

ORLOWSKI COMPANY INC. #34751

RICHARD J. WOLF AND COMPANY, INC.

** GRAND TOTAL **

5,750.36	4,098.12	158.73	36.08	86.58	57.72	659.17	10,846.76
↔	↔	↔	₩	↔	↔	क	↔
WELFARE	PENSION	TRAINING	LECET	LMCC	CAICA	DUES	TOTAL

AUDIT

		Ca	1	3,270.	;v-(000	0,35	5,	7,575,00	ocu	ṃę	ent	1	3-8	10,846.76	83.96	ed E	06/3	18/	200	16 867 45	Pa	ge 2:	3 of	23
			RATE CISCO RATE			. ,	. ,	•			• •		•			٠				,	.				
			LECET RATE	10.88 0.05	, ,	. ,	, ,	•	25.20 0.05		, ,				36.08	3.61				ğ	65.0	r 2006 r			
			RATE	17.40 0.08				•	40.32 0.08		•		•		7.72	5.77				· ·	ne:-	۸ ۲			
			RATE CAICA	17					4	•					is						ľ				
			LDCLMCC RATE MCIAF	0.12	•	•	• • ·	•	0.12	•	•		•	, ,		•	•					•			
		AUDIT.	LDCLMCC	26.10				•	60.48		•		•	•	86.58	8.66				,		97.52			
		A RESULT OF THE AUDIT.	DUES	199.71					459.46						659.17	.65,92						725.09			
	E 34751	AS A RESU	NG D RATE	47.85 0.22			,		110.88 0.22					•	158.73		31.75				4.17	194.65			
	CODE	ONTRACTOR	TRAINING RATE RUND	5.68 47					5.68 110						15		6)					-			
		IENTHONED CO	PENSION R	1,235.40		, ,	•		2,862.72	• '		•		•	4,098.12		819.62	300.00	•	1,276.86	107.31	6,601.91			
	Ü	ABOVE N	RATE	7.97					7.97						l _g		07	90		99:	.56	99			
	COMPANY IN	WED BY THE	WELFARE	1.733.48		, ,	•		4.016.88			•	1		5,750.36		1,150.07	300.00		1,791.66	150.56	9,142.65			
	ORLOWSKI COMPANY INC.	PIGURES O	HOURS	217.50					504.00						721.50					m^					
AUDIT	EMPLOYER	FOLLOWING ARE THE FIGURES OWED BY THE ABOVE MENTIONED CONTRACTOR AS	10-1-07-12-31-07	ADDITIONAL HOURS				TON NEW	REPORTED	10-10-1-0					OTIDACTAL	•	10% PENALTIES 20% PENALTIES	AUDIT COSTS	ATTORNEY PEES	ACCUM. PENALTIES	ACCUM. INTEREST	TOTAL DUE			tabbles
Ъ	₽g:		: Տժ9			T-	90			*		nation and order	Id	DE	CID.	HIJ	SH.	CABO	I ·	ng gang pilikang kaladajah ya Mili ka	and the second s	***************************************	56ZŁ	2 7 68	3861

EXHIBIT

. 1508947

Fax from